

INVITATION TO BID	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 10/05/16 11:00 a.m. CST
TITLE: BOMB SUITS AND ACCESSORIES	RETURN BID TO: PURCHASING DIVISION <u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821 <u>Physical Address:</u> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802	
FILE NO: 16-04016 REQ NO: RQ040128		
AD DATES: 09/19/16 & 09/26/16		
SHIP TO ADDRESS: Police Department – Supply Division 9000 Airline Highway Baton Rouge, LA 70815	CONTACT REGARDING INQUIRIES: Purchasing Analyst : Dexter Stewart Telephone Number: 225-389-3259 x 323 Email: <a href="mailto:dsstewart@brgov.com">dsstewart@brgov.com</a>	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
QUESTIONS TO BE COMPLETED BY VENDOR:  1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER  2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.  3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30  
ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

# BOMB SUITS AND ACCESSORIES PRICING SHEET

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	EXTENDED PRICE
0001	<b>BOMB SUIT, Navy, X-Large (Med-Eng EOD 10 Bomb Suit - 8000620 or Approved Equal – See Specifications)</b>  <b>State Brand and Model # Bidding:</b> <hr/>	1	Each	_____	_____
0002	<b>BOMB SUIT, Navy, Large (Med-Eng EOD 10 Bomb Suit - 8001280 or Approved Equal – See Specifications)</b>  <b>State Brand and Model # Bidding:</b> <hr/>	1	Each	_____	_____
0003	<b>HELMET PACKAGE, Navy (Med-Eng EOD 10 Helmet - 8001281) or Approved Equal – See Specifications)</b>  <b>State Brand and Model # Bidding:</b> <hr/>	2	Each	_____	_____
0004	<b>FRONT FOOT PROTECTION, REGULAR, PAIR (Med-Eng 8000568 or Approved Equal – See Specifications)</b>  <b>State Brand and Model # Bidding:</b> <hr/>	2	Each	_____	_____
0005	<b>BATTERY WITH CHARGER KIT (Med-Eng 8001061 – BB-2590) or Approved Equal – See Specifications)</b>  <b>State Brand and Model # Bidding:</b> <hr/>	2	Each	_____	_____
<b>TOTAL</b> _____					

# BOMB SUITS AND ACCESSORIES SPECIFICATIONS

The specification describes the minimum requirements. Equipment shall be new, of current manufacture, a production model, and meet or exceed the minimum requirements. Bidders should identify whether the proposed product bidding comply with the minimum requirements and identify any deviations to the requirements.

ITEM	DESCRIPTION	DEVIATION (if applicable)
0001	<p><b>BOMB SUIT, Navy, X-Large (Med-Eng EOD 10 Bomb Suit - 8000620 or Approved Equal)</b></p> <p><u><b>Jacket (3-piece system):</b></u></p> <ol style="list-style-type: none"> <li>1. Front jacket panel</li> <li>2. Neck/chest/groin plate package</li> <li>3. Rear jacket panel, multi-connector cable (MCC), back protector</li> </ol> <p>MCC provides connectivity between the Prim Electronics Module (PEM) and the suit and helmet components. The helmet and Remote Control Unit (RCU) attach to the MCC through a color-coded system of keyed connectors. The RCU can be routed through either one of the jacket's sleeves to provide left or right hand control of the RCU.</p> <p><u><b>Front Jacket Panel</b></u> Attaches to jacket via Velcro hook and loop latches. Has a front pouch with a zipper opening to carry the neck/check/groin plate package</p> <p><u><b>Neck/Chest/Groin Plate Package</b></u> Provides blast and fragmentation protection. The plate package is inserted into the front jacket panel; includes an adjustable front collar that attaches via Velcro hook and loop patches to the rear jacket panel collar. This can be removed/re-inserted without assistance, allowing flexibility during missions.</p> <p><u><b>Trousers</b></u> One-piece design, with groin protection against blast, fragmentation, and heat threats. Trousers' shell incorporates flame resistant, highly-durable fabrics for increased range of motion</p> <p><u><b>Back protector and Air Ventilation</b></u> Provides impact protection (meets the NIJ 0117 Public Safety Bomb Suit standard spine requirements); Acts as an air manifold to provide ambient air (evaporative cooling) to the back of the wearer; Serves as a load transfer mechanism to reduce the load to the shoulders and transfer to the hips, removing much of the weight from the upper spine; Serves as a blast attenuation for the back of the suit; Easily adjustable within a given suit range;</p> <p><b>State Brand and Model # Bidding:</b></p> <hr/>	

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ITEM	DESCRIPTION	DEVIATION (if applicable)
0003	<p><b>HELMET PACKAGE, Navy (Med-Eng EOD 10 Helmet - 8001281) or Approved Equal)</b></p> <p>The helmet contains an inflatable liner and pump that allow a custom fit; allows neck protection and comfort. Ear overpressure protection is provided. Incorporates stereophonic speakers that allow user to determine the directional source of external sound. Left and right ear speakers can be individually adjusted and balanced. Equipped with a voice command system, allowing feature control by voice alone, providing hands-free operation. Helmet ventilation draws air in the rear and generates an air curtain down the inside of the visor and over the face to reduce fogging.</p> <p>The helmet visor curvature permits a wide field of view. The face shield is hinged and provides locking in both the open and closed positions; it can be attached and removed without tools.</p> <p>Improved low-light vision is provided through individually-directed dimmable white LED headlamps mounted on the face shield brow; these are adjustable in intensity. Red and blue LEDs may also be used. All lights are powered by the main suit battery.</p> <p>A visual indicator mounted on the inside of the visor shows warnings or indicators (e.g. low battery warning, connection problems, etc.) through LED lights that are not visible externally</p> <p>State Brand and Model # Bidding:</p> <hr/>	

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ITEM	DESCRIPTION	DEVIATION (if applicable)
0004	<p><b>FRONT FOOT PROTECTION, REGULAR, PAIR</b> (Med-Eng 8000568 or Approved Equal)</p> <p>Shoe shaped, providing excellent fragmentation coverage</p> <p>State Brand and Model # Bidding:</p> <hr/>	
0005	<p><b>BATTERY WITH CHARGER KIT</b> (Med-Eng 8001061 – BB-2590 or Approved Equal)</p> <p>Battery will provide up to 8 hours of operational time for the EOD 10 Bomb Suit Ensemble; battery has been rated for electromagnetic compliance (EMI/EMC).</p> <p>State Brand and Model # Bidding:</p> <hr/>	

## **INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS**

**Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.**

1. Read the entire bid, including all terms and conditions and specifications.
2. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local newspaper, and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
3. The bid number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
5. After opening, bids may not be withdrawn for a period of sixty (60) days.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be signed. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.

Rev. 02/2016

14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, [www.brgov.com](http://www.brgov.com), or by calling the Purchasing Department at 225-389-3259.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. City - Parish purchases are excluded from state and local taxes.
19. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
20. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the EBR City Parish Purchasing office during normal working hours.
21. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES NO \_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
24. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
25. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.



26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in OMB circular a-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall included delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.

29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

30. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

#### VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

#### IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

#### X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

#### XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

**BIDDER'S ORGANIZATION  
BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST  
BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SECRETARY